

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

In re:

*

Case No. 22-14337-MCR

JENNIFER C. GIVINS,

*

(Chapter 13)

Debtor.

*

* * * * * * * * * * * *

REBECCA A. HERR, TRUSTEE

*

Adv. Pro. No. 23-00009-MCR

Plaintiff,

*

v.

*

JENNIFER THOMPSON, et al.,

*

Defendants.

*

* * * * * * * * * * * *

TRUSTEE’S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND DEFENDANTS

Rebecca A. Herr, the Chapter 13 trustee in the above-captioned bankruptcy case and the plaintiff in the above-captioned adversary proceeding (the “Trustee”), by her undersigned counsel, pursuant to Fed. R. Bankr. P. 9019, files this motion seeking the approval of a settlement agreement by and between the Trustee and the defendants herein, Jennifer and John Thompson, Jr. (the “Motion”). In support of this Motion, the Trustee states as follows:

Background

1. The debtor herein (the “Debtor”) commenced the above-captioned bankruptcy case (the “Bankruptcy Case”) by filing a petition under chapter 13 of the Bankruptcy Code on August 9, 2022 (the “Petition Date”).

2. The Trustee was appointed to serve as interim trustee in this chapter 13 proceeding, and no other trustee was appointed at the Debtors’ Meeting of Creditors held on September 15, 2022. The Trustee has accepted her appointment, has qualified and is acting in that capacity.

The Controversy

3. Prior to the Petition Date, by deeds dated July 27, 2020, and recorded on April 22, 2021, the Debtor transferred her partial interest in the following nine (9) rental properties to her mother and step-father, the defendants herein (the “Defendants”), for no consideration (the “Transfers”):

2901 Sylvan Road, East Point, GA 30344

160 Scottsdale Square, Unit 160, Winter Park, FL 32792

3362 Cedar Springs Place, Unit 158, Winter Park, FL 32792

3373 Cedar Springs Place, Unit 149, Winter Park, FL 32792

7310 Cedar Creek Court, Unit 63, Winter Park, FL 32792

7429 Wynnewood Square, Unit 177, Winter Park, FL 32792

7433 Wynnewood Square, Winter Park, FL 32792

10138 Regent Park Drive, Unit 2204, Orlando, FL 32825

3800 Saxon Drive, Unit B22. New Smyrna Beach, FL 32169

4. These nine (9) rental properties are hereinafter collectively referred to as the “Rental Properties.”

5. Also prior to the Petition Date, a creditor of the Debtor, Tidewater Capital Partners, LLC (“Tidewater”), commenced state court actions against the Defendants seeking to avoid and recover the Transfers of the Rental Properties as fraudulent conveyances under Florida and Georgia law. Specifically, on May 4, 2022, Tidewater filed its Complaint against the Defendants in the Circuit Court of the Ninth Judicial Circuit for Orange County, Florida, thereby commencing that proceeding styled *Tidewater Capital Partners, LLC v. John Thompson, Jr., et al.*, Case No 2022-CA-003924-O, and on May 13, 2022, Tidewater filed its Complaint for Avoidance of Fraudulent Transfers and for Preliminary and Permanent Injunction against the Defendants in the Superior Court of Fulton County, Georgia, thereby commencing that proceeding styled *Tidewater Capital Partners, LLC v. Jennifer Givins, et al.*, Case No 2022-CV-364803 (collectively, the “State Court Proceedings”).

6. On the Petition Date, the claims asserted in the State Court Proceedings, because they related to property interests that might have been property of the estate and the transfers of those interests, the Trustee has the sole right to pursue the claims for the benefit of all creditors and parties in interest in this bankruptcy case.. As such, on January 10, 2023, and believing that, on their face, the facts presented colorable claims against the Defendants, the Trustee commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) in which she has asserted that the Transfers constitute avoidable and recoverable transfers under 11 U.S.C. §§ 544(b), 548, and 550 and under applicable Florida and Georgia state law (the “Trustee’s Claims”).

7. The Defendants have asserted that the Debtor never maintained any equitable interest in any of the Rental Properties and have asserted other defenses to the Trustee’s Claims.

8. The Trustee has conducted informal and formal discovery.¹ To that end, the Trustee's counsel, without objection from the Defendants, has deposed the Defendants on two separate occasions and the Debtor on one occasion. The Trustee's counsel has also sought, obtained, reviewed and analyzed (1) the Defendants' federal income tax returns for tax years 2018 – 2021; (2) rent ledgers for the Rental Properties for the years 2018 – 2023; (3) leases for the Rental Properties; (4) the Defendants' bank statements for accounts held with Bank of America for the period of July 2018 – December of 2022, Delta Community Credit Union for the period of January 2012 – December of 2022, and Truist for the period of July 2022 – October 2022; (5) the Debtor's federal income tax returns for tax years 2019 – 2021; (6) the Debtor's bank statements for her account held with Delta Community Credit Union for the period of January 2018 – January of 2025; (7) the bank statements for the account of the Debtor's business, JCG Group, LLC, held with Bank of America for the period of June 2019 – February of 2023; (8) settlement statements from the initial purchase of the Rental Properties; (9) deeds to all the Rental Properties, including the initial deed for each Rental Property and all deeds for each Rental Property leading up to the deeds effectuating the Transfers; (10) documents produced by the Defendants in response to the Trustee's Request for Production of Documents; (11) documents produced by Bluevine, Inc. in response to a Subpoena *Duces Tecum*; (12) documents produced by Dominion Parks to Beach Title Company in response to a Subpoena *Duces Tecum*; and (13) bank statements for an account held with Bank of America by one of the Defendants "ITF" the Debtor and her sister for the period of July 2018 – December of 2022.

¹ The Defendants have also conducted discovery and have timely served the Trustee with Interrogatories and Requests for Production of Documents. Because of the proposed settlement, the Trustee has not yet responded to the outstanding discovery propounded by the Defendants.

9. As a result of the Trustee's discovery, the Trustee has determined that it is more likely than not that the Court would determine, as a matter of fact, that the Debtor (1) never contributed any funds towards the acquisition of the Rental Properties, (2) never contributed any funds to the maintenance of the Rental Properties, (3) never contributed any funds for insurance or real property taxes for any of the Rental Properties, (4) and never gave any consideration for her interest in any of the Rental Properties. As a result of the Trustee's discovery, the Trustee also has determined that it is more likely than not that the Court would determine, as a matter of fact, that Defendants did not have any donative intent in allowing the Debtor to acquire an interest in the Rental Properties and that the intent of providing the Debtor with an interest in the Rental Properties was only intended to allow the Debtor to have an equitable interest in the Rental Properties upon the death of the Defendants.²

10. After the Trustee completed her discovery of the Defendants, and with Defendants' discovery to the Trustee still being outstanding, the Parties conducted settlement negotiations.

The Settlement

11. The Defendants and the Trustee have reached a resolution of the Trustee's Claims, the terms of which are more fully set forth in a settlement agreement by and between the parties dated August 1, 2025 (the "Settlement Agreement"). A copy of the Settlement Agreement is attached hereto as *Exhibit A*.

12. As more fully set forth in the Settlement Agreement, the Defendants have agreed to pay the Trustee \$85,000.00 (the "Settlement Payment"). The Settlement Agreement also provides general releases by and between the Trustee and the Defendants that are contingent upon

² This belief is supported by the treatment of the Debtor's sister who was also added to legal title under similar circumstances and who, along with the Debtor, was taken off title when it was determined that the sister's ability to obtain financing for properties that were not owned by Defendants was hindered by her being on title to the Rental Properties.

the clearing of the Settlement Payment and entry of an order approving this settlement. One release given by the Trustee to the Defendants contemplates, as provided in paragraph 1.5 of the Settlement Agreement, that the “Defendants shall own the [Rental] Properties free and clear of all claims or interests, except that any liens that encumbered any of the [Rental] Properties prior to this settlement.”

Standard

13. Pursuant to Fed. R. Bankr. P. 9019, courts may approve a compromise or settlement after notice and a hearing.

14. “It is well established that a bankruptcy court’s approval of a settlement . . . is within its sound discretion.” *St. Paul Fire & Marine Ins. Co. v. Vaughn*, 779 F.2d 1003, 1010 (4th Cir. 1985). “Objection [to a proposed settlement] is not fatal to such a settlement if ‘[it] is found to be in the best interests of the estate as a whole.’” *Id.* (quoting *In re Flight Transp. Corp. Securities Litigation*, 730 F.2d 1128, 1138 (8th Cir. 1984)). *See also, Rahman v. Oncology Associates, P.C.*, 269 B.R. 139, 150 (D. Md. 2001) (“[T]he essential inquiry which this Court must make in this particular case is to determine whether the compromise reached by the parties is ‘fair and equitable’ and in the best interests of the estate.”); *In re Smith*, 210 B.R. 689, 692 (Bankr. D. Md. 1997) (“[I]t is also the obligation of a bankruptcy court to review independently a proposed compromise to determine whether it is fair and equitable and in the best interests of the bankruptcy estate.”).

15. When determining whether a particular settlement is “in the best interests of the estate,” a court must consider the following factors: (a) the probability of success in litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved (including the expense, inconvenience and delay necessarily attending the

litigation); and (d) the paramount interest of the creditors and a proper deference to their reasonable views. *Rahman v. Oncology Associates, P.C.*, 269 B.R. at 149.

Argument

16. The Trustee believes that the Settlement Agreement is in the best interest of the bankruptcy estate. As stated above, the Defendants have asserted defenses to the Trustee's Claims, and based upon the Trustee's belief as to the Court's likely determination of the factual issues, the Trustee believes that it is more likely than not that the Court will rule in favor of the Defendants and against the Trustee in connection with virtually all of the Trustee's Claims if this case were to proceed to trial. Taking into consideration the Defendants' defenses, the low probability of success in the litigation, as well as the cost of litigation, the Trustee believes that the Settlement Agreement is in the best interests of the bankruptcy estate. More to the point, and as noted above, as a result of the information obtained in discovery, and based upon the Trustee's analysis and the analysis of her counsel, the Trustee recognizes that many of the Defendants defenses are based in fact and supported by documents, and, as a result, there would be a significant risk of the Trustee succeeding on the Trustee's Claims were this Adversary Proceeding to proceed to trial. Litigation is always an uncertain matter and it is for that reason, and in order to avoid the costs of additional litigation, that the Defendants have agreed to the proposed settlement terms.

17. The Settlement Agreement is also in the best interests of the estate because it provides funds for payment to the Debtor's creditors (\$85,000.00) whereas the estate might well end up with nothing if the case were to proceed to trial .

18. Through the Trustee's due diligence in conducting discovery, and the skill exercised in negotiating the proposed agreement, the Trustee has acted in the best interests of the estate and has exercised sound business judgment in proposing this settlement.

19. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that she will rely solely upon this Motion.

WHEREFORE, for the foregoing reasons, Rebecca A. Herr, the Trustee, respectfully requests the following relief:

A. That the Court enter an order approving the Settlement Agreement by and between the Trustee and the Defendants; and

B. That the Court enter an Order providing, as provided for by paragraph 1.5 of the Settlement Agreement, and subject to the releases provided for by paragraphs 1.2 and 1.3 of the Settlement Agreement, that Defendants shall own the Rental Properties free and clear of all claims or interests, except for any liens that encumbered any of the Rental Properties prior to the date of the Settlement Agreement; and

C. That the Court grant the Trustee such other and further relief as is just and equitable.

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

Attorney for Rebecca A. Herr, Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of August, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Jeffrey M. Orenstein, Esq.
Wolff & Orenstein, LLC
Shady Grove Plaza
15245 Shady Grove Road, Suite 465
Rockville, Maryland 20850
(Counsel for Defendants)

And on the parties listed below by first class mail, postage prepaid:

Jennifer and John Thompson
7030 Winding Lake Circle
Oviedo, Florida 32765
(Defendants)

Jennifer C. Givins
4903 Ashford Drive
Upper Marlboro, Maryland 20772
(Debtor)

Ronald B. Greene, Esq.
4500 Forbes Blvd., Suite 200
Lanham, Maryland 20706
(Counsel for Debtor)

Office of the United States Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

/s/ Craig B. Leavers _____
Craig B. Leavers

EXHIBIT A

SETTLEMENT AGREEMENT

This Agreement is made this 1st day of August, 2025, by and between **REBECCA A. HERR, CHAPTER 13 TRUSTEE FOR THE ESTATE OF JENNIFER C. GIVINS** (the “Trustee”) and **JENNIFER AND JOHN THOMPSON, JR.** (the “Defendants”) (collectively, the “Parties”).

WHEREAS, on August 9, 2022 (the “Petition Date”), Jennifer C. Givins (the “Debtor”) filed a petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”), thereby commencing that bankruptcy case styled *In re Jennifer C. Givins*, Case No. 22-14337 (the “Bankruptcy Case”);

WHEREAS, the Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor’s meeting of creditors held on September 15, 2022. The Trustee has accepted her appointment, has qualified and is acting in that capacity;

WHEREAS, prior to the Petition Date, by Deeds dated July 27, 2020, all of which were recorded in April of 2021, the Debtor transferred her partial interest in nine (9) real properties (the “Properties”) to her mother and step-father, the Defendants, for no consideration (the “Transfers”). The Properties are identified as follows:

2901 Sylvan Road, East Point, GA 30344

160 Scottsdale Square, Unit 160, Winter Park, FL 32792

3362 Cedar Springs Place, Unit 158, Winter Park, FL 32792

3373 Cedar Springs Place, Unit 149, Winter Park, FL 32792

7310 Cedar Creek Court, Unit 63, Winter Park, FL 32792

7429 Wynnewood Square, Unit 177, Winter Park, FL 32792

7433 Wynnewood Square, Winter Park, FL 32792

10138 Regent Park Drive, Unit 2204, Orlando, FL 32825

3800 Saxon Drive, Unit B22. New Smyrna Beach, FL 32169

WHEREAS, in that adversary proceeding styled *Rebecca A. Herr, Trustee v. Jennifer Thompson, et al.*, Adversary Proceeding No. 23-00009 (the “Adversary Proceeding”), the Trustee has asserted that the Transfers constitute avoidable and recoverable transfers under 11 U.S.C. §§ 544(b), 548, and 550 and under applicable state law (the “Trustee’s Claims”);

WHEREAS, the Trustee asserts that the Trustee’s Claims are claims that are property of the Debtor’s estate and that can only be pursued by the Trustee for the benefit of the Debtor’s estate’s and all of the Debtor’s creditors, and that cannot be pursued by the Debtor’s creditors on their own behalf;

WHEREAS, the Defendants have asserted that the Debtor never maintained any equitable interest in any of the Properties and have asserted other defenses to the Trustee’s Claims, and the Parties have conducted informal and formal discovery, including, but not limited to, depositions of the Debtor and the Defendants;

WHEREAS, as a result of the information obtained in discovery, and based upon the Trustee’s analysis and the analysis of her counsel, the Trustee recognizes that many of the Defendants defenses are based in fact and supported by documents, and, as a result, there would be a significant risk of the Trustee succeeding on the Trustee’s Claims were this Adversary Proceeding to proceed to trial;

WHEREAS, in order to conserve resources and reach a conclusion of the litigation, the Trustee and the Defendants all desire to settle the Trustee’s Claims upon the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the covenants and for good and valuable consideration, the receipt of which is hereby acknowledged, and without waiving any rights or claims and without any admission of liability, the Parties agree as follows:

1. Settlement. The Trustee's Claims against the Defendants shall be resolved as follows:

1.1. Settlement Payment to Trustee. Within seven (7) calendar days after entry of the Approval Order, as that term is defined by paragraph 1.4 herein, the Defendants shall remit to the Trustee a single payment of \$85,000.00 (the "Settlement Payment").

1.2. The Trustee's Release. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Trustee, on behalf of the Debtor's estate and the Debtor's creditors, does hereby forever release and discharge the Defendants and any of their agents, officers, managers, employees, children, and attorneys from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which the Trustee, as representative of the Debtor's estate ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to the Trustee's Claims and/or the Adversary Proceeding. To that end, contingent upon the clearing of the Settlement Payment and entry of the Approval Order, the Trustee shall dismiss with prejudice the Adversary Proceeding.

1.3. The Defendants' Release. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Defendants, on behalf of

themselves, their successors or assigns, do hereby forever release and discharge the Trustee and the bankruptcy estate of the Debtor, as well as their respective professionals, from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which the Defendants ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to the Trustee's Claims and/or the Adversary Proceeding. The release provided for by the Defendants herein includes a waiver of any claim that it might have in the Bankruptcy Case under 11 U.S.C. § 502(h).

1.4. Approval of Agreement. The Trustee shall, at the earliest possible date, file a motion, pursuant to Bankruptcy Rule 9019, with the Bankruptcy Court seeking entry of an Order authorizing the Trustee to settle the Trustee's Claims in accordance with the terms and conditions provided for in this Agreement (the "Approval Order").

1.5. Ownership of the Properties. In entering into this Agreement, it is the intent of the parties that, upon the completion of this settlement, Defendants shall own the Properties free and clear of all claims or interests, except that any liens that encumbered any of the Properties prior to this settlement shall continue in full force and effect and shall not be impacted by this settlement.

2. Miscellaneous.

2.1. Cooperation, Further Assurances. The Parties agree to execute and deliver such instruments and take such further actions as another party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

2.2. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, agreements, arrangements and understandings, both oral and written, between the Parties with respect to such matter.

2.3. Amendment. This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties (and, if required, approved by the Bankruptcy Court).

2.4. Waivers and Remedies. The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the right to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of any right or remedy by such Party upon the occurrence of any subsequent breach or violation.

2.5. Governing Law. The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

2.6. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document. In the event that any signature is delivered by e-mail delivery of a ".pdf" format

data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

2.7. Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

2.8. Captions and Headings. The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.

2.9. Binding Effect. This Agreement shall not be binding in any way upon the Parties unless (a) each Party executes and delivers the Agreement to the other, (b) the Approval Order is entered by the Bankruptcy Court, and (c) the Settlement Payment is remitted to the Trustee and is not returned for insufficient funds or for any other reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WITNESS

 (SEAL)
By: Rebecca A. Herr, Chapter 13 Trustee

[Signatures Continued Next Page]

WITNESS

Andrea Givins
(Signature)

Jennifer Thompson (SEAL)
By: Jennifer Thompson

ANDREA GIVINS
(Print Name)

WITNESS

M O'Connor
(Signature)

John Thompson, Jr. (SEAL)
By: John Thompson, Jr.

Marian O'Connor
(Print Name)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

In re:

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Case No. 22-14337-MCR

JENNIFER C. GIVINS,

*

(Chapter 13)

Debtor.

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* * * * *

REBECCA A. HERR, TRUSTEE

*

Adv. Pro. No. 23-00009-MCR

Plaintiff,

*

v.

*

JENNIFER THOMPSON, et al.,

*

Defendants.

*

* * * * *

**ORDER APPROVING SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND DEFENDANTS**

Upon consideration of the Trustee’s Motion for Approval of Settlement Agreement By and Between Trustee and Defendants (the “Motion”), and no opposition to the Motion having been filed, and having determined that the proposed settlement at issue in the Motion is in the best interests of the Debtor’s estate, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Motion is hereby GRANTED; and it is further

ORDERED, that the terms of the settlement agreement by and between the parties dated August 1, 2025, attached to the Motion as Exhibit A (the “Settlement Agreement”), are hereby approved; and it is further

ORDERED, that, as provided for by paragraph 1.5 of the Settlement Agreement, and subject to the releases provided for by paragraphs 1.2 and 1.3 of the Settlement Agreement, that Defendants shall own the following real properties free and clear of all claims or interests, except for any liens that encumbered any of these real properties prior to the date of the Settlement Agreement:

2901 Sylvan Road, East Point, GA 30344,

160 Scottsdale Square, Unit 160, Winter Park, FL 32792,

3362 Cedar Springs Place, Unit 158, Winter Park, FL 32792,

3373 Cedar Springs Place, Unit 149, Winter Park, FL 32792,

7310 Cedar Creek Court, Unit 63, Winter Park, FL 32792,

7429 Wynnewood Square, Unit 177, Winter Park, FL 32792,

7433 Wynnewood Square, Winter Park, FL 32792,

10138 Regent Park Drive, Unit 2204, Orlando, FL 32825,

3800 Saxon Drive, Unit B22. New Smyrna Beach, FL 32169,

; and it is further

ORDERED, that Rebecca A. Herr, the Chapter 13 trustee, may take any and all actions necessary and appropriate to effectuate and consummate the Settlement Agreement.

cc: Jeffrey M. Orenstein, Esq., *via CM/ECF*

Craig B. Leavers, Esq., *via CM/ECF*

Jennifer and John Thompson
7030 Winding Lake Circle
Oviedo, Florida 32765
(*Defendants*)

Jennifer C. Givins
4903 Ashford Drive
Upper Marlboro, Maryland 20772
(*Debtor*)

Ronald B. Greene, Esq.
4500 Forbes Blvd., Suite 200
Lanham, Maryland 20706
(*Counsel for Debtor*)

Office of the United States Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

In re:

*

Case No. 22-14337-MCR

JENNIFER C. GIVINS,

*

(Chapter 13)

Debtor.

*

* * * * *

REBECCA A. HERR, TRUSTEE

*

Adv. Pro. No. 23-00009-MCR

Plaintiff,

*

v.

*

JENNIFER THOMPSON, et al.,

*

Defendants.

*

* * * * *

**NOTICE OF TRUSTEE'S MOTION FOR APPROVAL OF SETTLEMENT
AGREEMENT BY AND BETWEEN TRUSTEE AND DEFENDANTS**

TO CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that Rebecca A. Herr, the Chapter 13 Trustee, has filed a motion seeking the approval of a settlement agreement resolving the above-captioned adversary proceeding (the "Motion"). A copy of that Motion is attached.

NOTICE IS FURTHER GIVEN that your rights may be affected by the Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one. Objections to the Motion must be filed within twenty-one (21) days from the date of this Notice with the Office of the Clerk, Federal Courthouse, United States Bankruptcy Court, 6500 Cherrywood Lane, Suite 300, Greenbelt, Maryland 20770. A copy of any objection must be served on the undersigned and upon the Office of the United States Trustee, 6305 Ivy Lane, Suite 600, Greenbelt, Maryland 20770. If objections are filed, they must contain a complete specification of factual and legal grounds upon which they are based. If no objections are timely filed, the Court may act upon the Settlement Agreement without conducting a hearing and approve the proposed Settlement Agreement without further notice. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. Parties desiring further information may contact the undersigned counsel.

Date: August 4, 2025

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

Attorney for Rebecca A. Herr, Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4th day of August, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Jeffrey M. Orenstein, Esq.
Wolff & Orenstein, LLC
Shady Grove Plaza
15245 Shady Grove Road, Suite 465
Rockville, Maryland 20850
(Counsel for Defendants)

And on the parties listed below by first class mail, postage prepaid:

Jennifer and John Thompson
7030 Winding Lake Circle
Oviedo, Florida 32765
(Defendants)

Jennifer C. Givins
4903 Ashford Drive
Upper Marlboro, Maryland 20772
(Debtor)

Ronald B. Greene, Esq.
4500 Forbes Blvd., Suite 200
Lanham, Maryland 20706
(Counsel for Debtor)

Office of the United States Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

/s/ Craig B. Leavers
Craig B. Leavers